

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)

In re

*

MOHAMMAD R. PISHVA
and SUSAN PISHVA

* Case No.15-11441

Debtors

(* Chapter 13)

* * * * * * * * NARENDRA PATEL and MANISHA PATEL

*

Plaintiffs

*

v

*

MOHAMMAD R. PISHVA and SUSAN PISHVA

*

Adversary No:

Defendants

*

* * * * * * *

NARENDRA PATEL and MANISHA PATEL'S COMPLAINT TO DETERMINE THE
NONDISCHARGEABILITY OF DEBT PURSUANT TO 11 U.S.C. 523 (a)(2) and (a)(4)

Narenda Patel and Manisha Patel, creditors, by their attorney H. Barnes Mowell, P.A., file this Complaint to determine the nondischargeability of their debt pursuant to 11 U.S.C. 523 (a)(2) and (a)(4), and state as follows:

1. This is a core proceeding over which this Court has jurisdiction under 28 U.S.C. Section 157 (b).
2. Defendants Mohammad R. Pishva and Susan Pishva ("Pishvas") are the debtors in this Chapter 13 case. Plaintiffs, Narenda Patel and Manisha Patel ("Patels"), are creditors of the Defendants.
3. This is an adversary proceeding to determine the dischargeability of the Patels' debt.
4. The Pishvas are indebted to the Patels in the sum of \$100,000 for monies obtained from the Patels by false pretenses, false representation, fraud, and larceny, as well as by the use

of statements in writing that were materially false respecting the Pishvas' financial condition, on which the Patels reasonably relied, and which the Pishvas made and published with intent to deceive, as described more fully as follows:

5. The Pishvas are two of the three shareholders in 25th Street Enterprises, Inc., a Maryland corporation which owns a Sunoco-branded gas station at 750 East 25th Street in Baltimore, Maryland ("Gas Station"). A Subway restaurant operates out of that same location.

6. The Gas Station and Subway restaurant were offered for sale by 25th Street Enterprises, Inc. Mohammad Jarral was retained by the Pishvas and their corporation to serve as their sales agent and broker.

7. The Patels were interested in purchasing the Gas Station and Subway. They were advised by the Pishvas, both directly and through their agent and broker, and both verbally and in writing, that the Gas Station being sold included the Subway restaurant, that the businesses were earning profits in the range of \$15,000 to \$20,000 per month, and that the Gas Station's lease with its fuel supplier, Carroll Fuel, was good through 2015, and would renew automatically every three years thereafter as long as the rent was current.

8. Based on these representations, the Patels agreed to buy the businesses for a total of \$500,000. From February 2013 to July 2013, the Patels paid a total of \$100,000 in deposits towards the purchase price, as required under the terms of the sales agreement. \$80,000 of that amount was paid directly to Mohammad Pishva, and \$20,000 was paid to Mohammad Jarral.

9. After paying the deposits, the Patels learned that the sale of the Gas Station did not include the Subway restaurant, that the Gas Station had been operating at a loss, or was barely making a profit in the previous three years, and that the Carroll Fuel lease was set to expire at the end of 2013.

10. The sale of the business never occurred, and the Patels demanded the return of their \$100,000 deposit from the Pishvas, to no avail.

11. The debt of \$100,000 owed by Mohammad R. Pishva and Susan Pishva to Narendra Patel and Manisha Patel is nondischargeable under 11 U.S.C. 523 (a)(2) and (4), as a result of the Pishva's intentional acts to defraud the Patels and induce them to purchase their business and pay over large deposit payments to them.

WHEREFORE, Plaintiffs pray that this Court determine that the debt of \$100,000 plus interest is nondischargeable, that Plaintiffs be awarded judgment against the Defendants in that amount, plus interest, and that the Plaintiffs have such other and further relief as is just, including reasonable costs and attorneys fees.

Dated May 15, 2015



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